

**2023 Tour of Remodeled Homes
Liability Waiver and Hold Harmless Agreement
(Please note Homeowner and Contractor Must Each Complete A Separate Form)**

In consideration of being allowed to participate in the Tour of Remodeled Homes, I, _____, (hereinafter "I" and/or "homeowner" or "contractor" or "remodeler") hereby release the Building Industry Association of Greater Louisville (hereinafter the "BIA"), its officers, agents, sponsors, employees, and members from all liability for any and all claims for injury or damage of any kind arising out of the Tour of Remodeled Homes. This waiver includes, but is not limited to, claims alleging or arising out of the negligence of BIA, its officers, agents, sponsors, employees, and members. I hereby agree to indemnify and hold harmless the BIA and its officers, agents, sponsors, employees, and members against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, costs of enforcing any right to indemnification under this Agreement, and cost of pursuing any insurance providers, relating to injury or damage of any kind arising out of the Tour of Remodeled Homes. I expressly agree that this Liability Waiver and Hold Harmless Agreement is intended to be broad and inclusive.

This Waiver shall be binding on the members of my family and spouse or partner if I am alive, and my estate, heirs, assigns, personal representative, and all others who might seek to claim through me if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND AGREEMENT NOT TO SUE THE BIA concerning any damages or losses I sustain arising out of the Tour of Remodeled Homes located on the premises listed below.

I agree to use reasonable care to maintain the premises listed below in a reasonably safe condition and warn of any hidden dangers of which I know or, by the exercise of reasonable care, should know.

COVID-19

I understand that members of the public, including (but not limited to): BIA staff, contractor staff, subcontractors, cleaning personnel, staging crews, and public ticket holders will be entering the homeowner's home, and the homeowner expressly consents thereto. The homeowner further agrees that neither the BIA nor their contractor shall be liable should any person, including but not limited to the homeowner or any member of the homeowner's family, contract COVID-19 directly or indirectly as a result of any person entering the homeowner's home or property. This waiver includes, but is not limited to, claims alleging or arising out of the negligence of BIA, its officers, agents, sponsors, employees, and members. The homeowner and contractor agree to assume all risks associated with potential infection or spread of COVID-19.

I further agree to follow all applicable COVID-19 rules, protocols, and regulations as defined by the State of Kentucky and/or the CDC throughout the Tour of Remodeled Homes.

The BIA shall have full power to interpret and amend its rules and regulations relating to the Tour of Remodeled Homes at any time. Wherever these rules and regulations do not cover a situation, the BIA may make rulings it considers to be in the best interest of the show and all parties agree to abide by the rulings.

This Waiver does not extend to claims for gross negligence, injuries to minor children, or any other liabilities that Kentucky law does not permit to be released by agreement. The validity, illegality, or unenforceability of any provision of this Agreement shall not affect any other provision hereof.

Photography, Video, and Social Media

By participating in the event, I agree to waive all rights to any claims for payment or royalties in connection with any exhibition, streaming, televising, or other publication of Tour of Remodeled Homes materials, regardless of the purpose or sponsoring of such exhibiting, broadcastings, or other publications irrespective of whether a fee for admission or sponsorship is charged. I also waive any right to inspect or approve any photo, video, or audio recording taken by any person or entity designed to do so by BIA.

By registering for the Tour of Remodeled Homes, I consent to interviews, photography, audio recording, video recording and it's/ their release for publication, exhibition, telecast, webcasts, or reproduction to be used for news, promotional purposes, inclusion on websites, or any other purpose by BIA and its members and agents. These interviews, photographs, audio recordings, video recordings, and publications may be reproduced in any print or electronic medium (now existing or hereafter developed). I also understand that because photos will be taken by the public, they can be posted on social media platforms or distributed in a way that BIA, its agents, sponsors, nor its contractors have any control.

I understand that BIA, its agents, sponsors, its officers, employees, members, contractors, and all persons involved will be using social media and hashtags to promote this event, BIA contractors, and the remodel projects, which includes my home.

I further agree to release BIA, its officers, employees, members, and all persons involved from any liability connected with the taking, recording, digitizing, or publication of interviews, photographs, computer images, video, and/or sound recordings.

I affirm that the house is not listed for sale, and there are no plans to sell anytime soon. Moreover, I understand that all photographs taken by the BIA, or its agents are not to be used by me for any commercial purposes, including the possible future sale of my home.

BY SIGNING THIS DOCUMENT, I WARRANT THAT I HAVE READ THIS WAIVER AND AGREEMENT AND UNDERSTAND ITS MEANING. I UNDERSTAND THAT I AM VOLUNTARILY WAIVING LEGAL RIGHTS TO SUE THE BIA FOR ANY AND ALL INJURIES OR DAMAGES OF ANY KIND, INCLUDING ATTORNEY FEES, ARISING OUT OF THE TOUR OF REMODELED HOMES. I have fully been informed of my consent, waiver of liability, and release before entering the event.

Address of property participating in the Tour of Remodeled Homes:

Signer's Full Name (Please Print)

Role (Homeowner/Remodeler)

Signer's Signature

Date

Juva Barber, BIA of Greater Louisville
Executive Vice President

Date